

**STATE OF LOUISIANA**

**DIVISION OF ADMINISTRATION  
OFFICE OF COMMUNITY DEVELOPMENT  
DISASTER RECOVERY UNIT**

**REQUEST FOR PROPOSALS  
FOR**

**ECONOMIC DEVELOPMENT TRAINING AND CERTIFICATION**

**RFP SOLICITATION No. 107140-044**

**DATE PROPOSALS DUE:**

**3PM CDT, TUESDAY,  
APRIL 7, 2015**

**DATE ISSUED:  
MARCH 4, 2015**

**DATE REVISED  
MARCH 25, 2015  
(SEE PAGE 15)**

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## **1.0 GENERAL INFORMATION**

### ***1.1 Purpose***

This Request for Proposals (RFP) is issued by the Office of Community Development (herein referred to as the OCD) for the purpose of obtaining economic development training and certification for its staff and the staff of its grantees and sub-recipients as outlined in Attachment I, Scope of Services.

### ***1.2 Background***

The State of Louisiana, through the OCD, is receiving funds through the Community Development Block Grant (CDBG) Program for disaster recovery necessary due to Hurricanes Katrina and Rita (2005), as well as funds through the CDBG Program for disaster recovery due to Hurricanes Gustav, Ike (2008) and Isaac (2012). The Louisiana Recovery Authority, the agency that was formerly statutorily responsible for policy development related to federal hurricane recovery funding, submitted and received approval for a comprehensive action plan for disaster recovery including state and local government infrastructure improvement programs, economic development programs, and housing programs. See <http://www.doa.louisiana.gov/CDBG/dr/drhome.htm>. CDBG funds for disaster recovery are overseen and managed by the OCD. The use of the CDBG disaster recovery funds is detailed in Action Plans that are submitted to HUD and subject to acceptance by HUD.

OCD has developed a number of economic development programs using CDBG disaster recovery funds. Some of these programs require financial underwriting and credit analysis skills for the program managers to determine the eligibility and feasibility of awards to small, mid-size and large businesses. The use of multiple funding sources for some projects, including other federal funds such as New Market Tax Credits and Historic Tax Credits, require an understanding of financial deal structuring, loan participation and the requirements for other federal programs.

### ***1.3 Scope of Services***

Attachment I details the scope of services and deliverables or desired results that the OCD requires of the selected Proposer.

## **2.0 ADMINISTRATIVE INFORMATION**

### ***2.1 Term of Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about the date given in Section 2.5, Schedule of Events and to continue for a maximum of one year. The State has the right to contract for up to three years subject to required approvals.

### ***2.2 Blackout Period***

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating

with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective vendor is also an incumbent vendor, the State and the incumbent vendor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent vendor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34:V.145.A.8;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process;
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

### ***2.3 Proposer Inquiries***

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator/Blackout Period Contact as listed below. All contacts concerning this RFP must be directed to the RFP Coordinator/Blackout Period Contact below.

Name: Adrienne Celestine  
Title: Director of Recovery Programs  
Office of Community Development

*Physical address:*

617 North Third Street, 6<sup>th</sup> floor  
Baton Rouge Louisiana 70802

*Mailing address:*

Post Office Box 94095  
Baton Rouge, Louisiana 70804-9095

Phone Number: 504-556-9799

Email: [adrienne.celestine@la.gov](mailto:adrienne.celestine@la.gov)

The OCD will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 4:00 pm Central Daylight Time on the date specified in the Schedule of Events. The OCD reserves the right to modify the RFP should a change be identified that is in the best interest of the OCD and/or the State.

Official responses to all questions submitted by potential proposers will be posted on the date specified in the Schedule of Events on the Louisiana Procurement and Contract (LaPac) Network <http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. Only Adrienne Celestine has the authority to officially respond to Proposer's questions on behalf of the OCD. Any communications from any other individuals are not binding to the OCD.

## **2.4 Definitions**

**CDBG** – Community Development Block Grant – a federal program that provides communities with resources to address a wide range of unique community development needs.

**CFR** – Code of Federal Regulations

**E.O.** – Executive Order

**Grantee** – A public entity that has received an allocation of disaster recovery funds from the OCD. A Cooperative Endeavor Agreement must be executed between the Grantee and the OCD prior to the Grantee receiving funds. A Grantee is usually a parish, city, town, or village, but can be a State agency or other organization.

**HUD** – U.S. Department of Housing and Urban Development

**LAC** – Louisiana Administrative Code

**OCD** – The State of Louisiana's Office of Community Development established within the Division of Administration and charged with administering expenditures for disaster recovery and monitoring federal disaster funds spent by the State.

**OCR/OSP**- Office of Contractual Review/Office of State Procurement, Division of Administration, State of Louisiana. Beginning January 1, 2015 the Office of Contractual Review shall be called the Office of State Procurement.

**RFP** – Request for Proposals

**Subrecipient** – An organization that has received disaster recovery funds through an arrangement with a Grantee. An agreement must be executed between the subrecipient and the Grantee prior to the subrecipient receiving funds. A subrecipient is usually a non-profit or not-for-profit, but can also be a municipality or other organization.

Shall, Must, Will- Denote a mandatory requirement  
Should, May, Can- Denote an advisory or permissible action

## **2.5 *Schedule of Events***

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise RFP and mail public announcements	March 4, 2015
Deadline for receipt of written inquiries	4 pm CDT, March 18, 2015
Issue responses to written inquiries	March 25, 2015
Deadline for receipt of proposals	3pm CDT, April 7, 2015
Announce award of Contractor selection	April 29, 2015
Contract execution	May 15, 2015

**NOTE:** The OCD reserves the right to change this schedule of RFP events, as it deems necessary.

## **3.0 PROPOSAL INFORMATION**

### **3.1 *Qualifications of Proposer***

**Proposers should meet the following desired qualifications:**

Proposer should possess the ability and credentials to test for and issue International Economic Development Council Certification to program participants.

Proposer should demonstrate that they have knowledge of and experience with conducting economic development training and certification. The Proposer should demonstrate that they have the organizational capacity and experience to successfully carry out the project. The Proposer should have an established record of completing comparable work for other entities as well as the ability to complete such work on time and within budget.

### **3.2 *Determination of Responsibility***

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The OCD must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the OCD to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### ***3.3 RFP Addenda***

The OCD reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Any addendums issued will be posted on the Louisiana Procurement and Contract (LaPAC) Network <http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. It is the responsibility of the proposer to check the website for addendum to the RFP, if any.

### ***3.4 Waiver of Administrative Informalities***

The OCD reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### ***3.5 Proposal Rejection/RFP Cancellation***

Issuance of this RFP in no way constitutes a commitment by the OCD to award a contract. The OCD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the OCD's best interest or in the best interest of the State. The OCD also reserves the right to cancel or decline to enter into a contract with the successful proposer at any time after the award is made or before the contract receives final approval from the Division of Administration, Office of Contractual Review.

### ***3.6 Withdrawal of Proposal***

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

### ***3.7 Subcontracting Information***

The OCD shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposer may enter into subcontractor arrangements; however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required



for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the OCD, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the OCD.

### ***3.8 Ownership of Proposal***

All materials submitted in response to this request shall become the property of the OCD. Selection or rejection of a proposal does not affect this right.

### ***3.9 Proprietary Information***

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential

data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2(D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

### ***3.10 Cost of Preparing Proposals***

The OCD shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the OCD.

### ***3.11 Errors and Omissions in Proposal***

The OCD will not be liable for any errors in proposals. The OCD reserves the right to make corrections or amendments due to minor errors identified in proposals by the OCD or the Proposer. The OCD, at its option, has the right to request clarification or additional information from the Proposers.

### ***3.12 Contract Award and Execution***

The OCD reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

THE OCD RESERVES THE RIGHT TO CONTRACT FOR ALL OR A PARTIAL LIST OF SERVICES OFFERED IN THE PROPOSAL.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the OCD.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer(s).

If the contract negotiation period exceeds 30 calendar days or if the selected Proposer fails to sign the final contract within 10 business days of delivery, the OCD may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### ***3.13 Code of Ethics***

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. See La. Revised Statutes, Title 42, Section 1101 and following.

### ***3.14 Prohibition of Award***

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

### ***3.15 Commissioner of Administration***

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any proposer and/or any subcontractor of a proposer shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

### ***3.16 Cooperation***

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the proposer does not have the right to limit or impede the State's right to audit and shall not withhold State owned documents.

## **4.0 RESPONSE INSTRUCTIONS**

### ***4.1 Proposal Submission***

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in

hard copy (printed) version by the RFP Coordinator on or before the time and date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Adrienne Celestine  
Office of Community Development  
Post Office Box 94095  
Baton Rouge, Louisiana 70804-9095

For courier delivery, the street address is Office of Community Development, LaSalle Building, 617 North Third Street, 6<sup>th</sup> floor, Baton Rouge, LA 70802 and the telephone number is 225-219-9600. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered. Proposers are hereby advised that the U.S. Postal Service does not make deliveries to our physical location.

The OCD requests that **six** copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if Proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

#### ***4.2 Proposal Format***

Proposers should respond to this RFP with a Technical Proposal including a cost schedule as given in Attachment IV.

#### ***4.3 Cover Letter***

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. The cover letter should include:

- a. A brief statement of the Proposers understanding of the scope of the work to be performed;
- b. A confirmation that the Proposer has not had a record of substandard work within the last five years;
- c. A confirmation that the Proposer has not engaged in any unethical practices within the last five years and is free of ethics conflicts regarding the services to be performed in the contract;
- d. A confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- e. Any other information that the Proposer deems appropriate;
- f. The signature of an individual who is authorized to make proposals of this nature in the name of the Proposer submitting the proposal.

#### ***4.4 Technical and Cost Proposal***

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

#### ***4.5 Certification Statement***

The Proposer must sign and submit the Certification Statement shown in Attachment II.

### **5.0 PROPOSAL CONTENT**

#### ***5.1 Executive Summary***

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the OCD's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment III Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

#### ***5.2 Experience***

The Proposer should give a brief description of their company including a brief history, full legal name, corporate structure and organization, date of establishment, number of years in business, current firm ownership, any recent and/or materially significant proposed change in ownership, and copies of its latest three years of financial statements, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract including but not limited to economic development training. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names, telephone numbers, and email addresses.

The Proposer should also provide any information uniquely relevant in evaluating the experience of the Proposer's to handle the proposed work. The proposer should describe its ability to meet or exceed the desirable qualifications listed in Section 3.1.

### ***5.3 Staff Qualification***

The Proposer should provide detailed information about the experience and qualifications of all the Proposer's personnel likely to be assigned to this project. This information should include significant education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, telephone number, and email address) should be provided for the cited projects in the individual resumes.

### ***5.4 Approach and Methodology***

The proposal should include:

- a. the Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the OCD,
- b. a description of the Proposer's approach to project management and quality assurance,
- c. approaches/methodologies for delivering the services including proposed organizational structure and staffing strategies, i.e., use of job classifications to optimize cost/quality.

### ***5.5 Cost Information***

The Proposer shall provide the total cost (inclusive of travel and all project expenses) for providing all services described in the RFP. The Proposer shall provide a cost per deliverable identified on Attachment IV. The total cost for all deliverables shall equal the total cost to provide all services.

- a. The proposer shall complete Attachment IV, Cost Proposal in its entirety and include it in the proposal.
- b. Cost proposals shall be inclusive of all charges including travel, per diem, mileage, rental costs, instructional material, test administration and grading, certification, etc. No expenses of any sort will be paid separately to the proposer under this contract.

## **6.0 EVALUATION AND SELECTION**

### ***6.1 Evaluation Team***

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the OCD, which will determine the proposal(s) most advantageous to the OCD, taking into consideration price and the other evaluation factors set forth in the RFP.

## **6.2 Administrative and Mandatory Screening**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

THE OCD MAY REJECT ALL PROPOSALS AND MAY WAIVE ANY IMMATERIAL DEVIATION OR DEFECT IN A PROPOSAL.

## **6.3 Clarification of Proposals**

The OCD reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

## **6.4 Evaluation and Review**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

<b>Criteria</b>	<b>Maximum Score</b>
1. Experience	30
2. Staff Qualifications	25
3. Approach and Methodology	20
4. Cost	25
<b>Total Score</b>	<b>100</b>

The following criteria will be considered in evaluating each proposal:

1. Experience: The experience of the Proposer in general, and, in particular, as involved in conducting economic development training for private sector entities as well as for municipalities, states and/or other governmental entities that is similar to the work proposed herein.
2. Staff Qualifications: The qualifications of personnel of the Proposer who will be responsible for overseeing and performing the work requested in the RFP.
3. Approach and Methodology: The approach to project management and quality assurance will be reviewed.
4. Cost: The cost points will be awarded on the basis of the following formula:

$(A/B) \times C = D$  where B is the Total Cost proposed to perform all services and provide all deliverables being graded, A is the lowest proposed Total Cost to perform all services and provide all deliverables of all proposals evaluated, C is the maximum costs points(25), and D is the number of cost points awarded.

### ***6.5 Oral Presentations/Discussions May be Required***

The OCD, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the OCD's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

The OCD reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial proposals received.

If oral presentations are required, the original scores may be adjusted to reflect information received in the presentation, using the same grading criteria outlined in 6.4. The cost score will remain the same and unchanged.

### ***6.6 Best and Final Offers (BAFO)***

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or obtain the most cost effective pricing available from the proposers. The BAFOs will be scored using the same grading criteria/maximum points as were used in the original grading of the proposals.

**The written invitation will not obligate the state to a commitment to enter into a contract.**

### ***6.7 Announcement of Contractor***

The Evaluation Team will compile the scores and make a recommendation to the OCD's Executive Director on the basis of the responsive and responsible Proposer with the highest score.

The OCD will notify the selected Proposer by issuing a Notice of Intent to Award and proceed to negotiate terms for final contract. Proposers not selected will be notified in writing accordingly. The "Notice of Intent to Award" letter is the notification of the award, contingent upon approval by the Division of Administration, Office of Contractual Review and successful negotiation and execution of a written contract. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.



## **7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **7.1 *Corporation Requirements***

The Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth in 24 CFR part 24.

### **7.2 *Billing and Payment***

The contractor shall bill upon completion of a deliverable, in accordance with the negotiated price for the deliverable. OCD shall make every reasonable effort to pay the invoice within 30 work days of approval of the deliverable(s) by OCD. Travel and other expenses shall not be reimbursed separately.

### **7.3 *Confidentiality***

All financial, statistical, personal, technical and other data and information relating to the OCD's operation which are designated confidential by the OCD and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OCD. The identification of all such confidential data and information as well as the OCD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OCD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the OCD to be adequate for the protection of the OCD's confidential information, such methods and procedures may be used, with the written consent of the OCD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the public concerning this project without prior express written approval of the OCD.

## **ATTACHMENT I: SCOPE OF SERVICES-REVISED**

### **1 Overview**

The Contractor shall design and conduct a series of Economic Development training courses to train state staff and staff of OCD designated grantees and sub-recipients on the use of federal funding for economic development programs, including financial underwriting, business credit analysis, deal structuring and participating in projects with other federal and traditional sources of funding. Contractor shall provide testing, grading, and certification for all program participants as more fully set forth in Section 3.

### **2 Tasks and Services**

The Contractor shall provide the following services:

Classroom training of a minimum of 20 days in 5 day work week increments to a maximum group of 50 individuals per weekly training class. Training shall be on economic development activities. Training shall include the basics of economic development finance, business credit analysis, loan packaging procedures, negotiating and problem solving skills, **financial underwriting**, deal structuring techniques and use of multiple funding sources for some CDBG projects, including other federal funds such as New Market Tax Credits and Historic Tax Credits.

### **3 Deliverables**

The contractor shall provide the following deliverables:

1. A detailed work plan identifying specific tasks and timelines to accomplish the tasks and services detailed above, to be agreed upon by the selected firm and the State, and which may be revised by mutual agreement from time to time as necessary.
2. All presentation and instructional materials, including workbooks for all participants.
3. Test administration, grading and retesting, if necessary.
4. Certification that can be applied to fulfill a minimum of one International Economic Development Council course requirement for each individual attending and passing the entire 20 day training. **The certification offered by the proposer must be acceptable to IEDC and meet one of the IEDC requirements to sit for the Certified Economic Developer exam.** The cost of any certification fees cannot be marked up by proposer. The contractor shall be paid a single certification fee for each individual who attends and passes the entire 20 day training and receives the subject certification from the contractor.

### **4 Project Requirements**

Contractor shall cover the costs of the time, travel and other expenses of the instructor; all instructional material; testing and retesting; and certification. Contractor shall manage staff and subcontractors and all personnel issues related thereto.

The State shall appoint the Office of Community Development - Disaster Recovery Unit Economic Development Manager, or her designee, as the State Project Coordinator for this project, and he/she will provide oversight of the activities conducted and act as the Contract Monitor on behalf of the State. Notwithstanding the Contractor's responsibility for management during the performance of this contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal points of contact for the Contractor concerning the Contractor's performance on this project.

The State will make available classroom space to accommodate a class size of 50 students to include desks/tables, chairs, screens and projectors. The State will be responsible for logistics, marketing and other arrangements. Participants will be responsible for their transportation to and from the training site.

All training will be conducted in a state-provided location, yet to be determined, but either in New Orleans or Baton Rouge, Louisiana.

## ATTACHMENT II: CERTIFICATION STATEMENT

*The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.*

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (     ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 calendar days from the date of delivery of final contract in which to complete contract negotiations, if any, and 10 business days to execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that *their* company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov).)

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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SIGNATURE of Proposer's Authorized Representative

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DATE

## **ATTACHMENT III: SAMPLE CONTRACT**

**CONSULTING SERVICES CONTRACT FOR**  
**LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER**  
**RECOVERY PROGRAM**  
**between the**  
**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION**  
**OFFICE OF COMMUNITY DEVELOPMENT**  
**and**

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This Agreement (hereinafter referred to as the “Agreement” or “Contract”) is entered into by and between \_\_\_\_\_ (“Contractor”), and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT (“OCD”). Contractor and the OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

**I. SCOPE OF SERVICES**

**A. Goals and Objectives**

Contractor shall provide economic development training, testing, and certification for up to 50 persons to be chosen by OCD from its staff, contractors and the staff/contractors of its subrecipients/grantees.

**B. Statement of Work**

See Exhibit A, attached hereto and incorporated herein. (See RFP Attachment I for form/content of final Exhibit A)

**C. Contract Monitor/Performance Measures**

The contract monitor for OCD on this Agreement is the DRU Director of Recovery Programs, or designee. The performance measures for this Agreement shall include the successful performance and completion of:

1. A detailed work plan identifying specific tasks and timelines to accomplish the tasks and services detailed above, to be agreed upon by the selected firm and the State, and which may be revised by mutual agreement from time to time as necessary.
2. All instruction, classes, training, presentation and instructional materials, including workbooks for all participants.
3. Test administration, grading and retesting, if necessary.

4. Certification that can be applied to fulfill a minimum of one International Economic Development Council course requirement for each individual attending and passing the training.

**D. Monitoring Plan**

The OCD will monitor the Services provided by Contractor and the expenditures of funds under this Agreement. The OCD contract monitor or his designee will be primarily responsible for the routine contact with Contractor and the monitoring of Contractor's performance. Monitoring of performance under this Contract will be conducted through tracking of progress as well as through regular meetings between the OCD and Contractor and any additional monitoring plans or performance standards developed by the OCD and agreed to by Contractor.

**E. Deliverables**

The Contract will be considered complete when Contractor has delivered and the OCD has accepted all deliverables specified in Exhibit A.

**II. PAYMENT PROCESS**

- A. The maximum amount of this Contract is \_\_\_\_\_DOLLARS (\$\_\_\_\_\_) (the "Funds"). Invoices shall be submitted on a monthly basis listing all deliverables that have been finalized and accepted by OCD as satisfactory that month. Payment will be made based on the deliverable costs in Exhibit C.(See RFP Attachment IV of form of final Exhibit C) Payments of deliverable costs are subject to the approval of the DRU Director of Recovery Programs, or designee.
- B. Payment of invoices must also be approved by the Financial Manager of the Disaster Recovery Unit of OCD or designee. The State will make every reasonable effort to make payments within 30 work days of approval of deliverable(s) in that invoice.

### **III. TERM OF CONTRACT; TERMINATION OR SUSPENSION OF CONTRACT**

#### **A. Contract Term**

This Contract shall begin on \_\_\_\_\_ and end on \_\_\_\_\_, unless terminated early under the provisions herein. The Contract may be extended by mutual agreement up to three years subject to all legally required approvals.

#### **B. Termination/Suspension for Cause**

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if Contractor materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Contractor to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Contractor of reports to the OCD, HUD or their auditors, reports that are incorrect or incomplete in any material respect, provided Contractor is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Contractor shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. Contractor shall be paid for all authorized Services properly performed prior to termination.



**C. Termination for Convenience**

The OCD may terminate this Agreement at any time by giving at least thirty (30) days prior written notice to Contractor. Contractor shall be entitled to payment for Services performed up to the date of termination contained within the notice, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under the terms of this Agreement.

**D. Termination Due to Unavailable Funding**

The continuation of this Agreement is contingent upon the appropriation and release of funds by the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Contractor shall be paid for all authorized Services properly performed prior to termination.

**IV. Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

*Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.* If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **V. ADMINISTRATIVE AND COMPLIANCE PROVISIONS**

### **A. Taxes**

Contractor is responsible for payment of all applicable taxes from the Funds to be received under this Contract. Contractors' federal tax identification number is \_\_\_\_\_, DUNS #\_\_\_\_\_.

**B. State Furnished Resources**

The OCD will provide specific project information to Contractor necessary to complete Services described herein. All records, reports, documents and other material delivered or transmitted to Contractor by the OCD shall remain the property of the OCD and shall be returned by Contractor to the OCD, upon request, at termination, expiration or suspension of this Agreement.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this Agreement. Software and other materials owned by Contractor prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Contractor.

**C. Sub-contractors**

Contractor may, with prior written permission from the OCD, enter into subcontracts with third parties ("Sub-contractors") for the performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the OCD for any breach in the performance of Contractor's duties. Sub-contractors' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Sub-contractors seeking to restrain the ability of the Sub-contractors to perform any services for the OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Sub-contractor.

Pending verification that no Sub-contractor has been debarred, the OCD hereby approves the following Sub-contractors to provide or perform any part of the Services under the Agreement: \_\_\_\_\_

**D. Fund Use**

Contractor agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Contractor and all Sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each Sub-contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**E. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to the OCD's operation which are designated confidential by the OCD and made available to Contractor in order to carry out this Contract, or which become available to Contractor in carrying out this Contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OCD. The identification of all such confidential data and information as well as the OCD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OCD in writing to Contractor. If the methods and procedures employed by Contractor for the protection of Contractor's data and information are deemed by the OCD to be adequate for the protection of OCD's confidential information, such methods and procedures may be used, with the written consent of the OCD, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public.

**F. Insurance**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI or self-insurance program approved by OCD.

This rating requirement shall be waived for Worker's Compensation coverage only.

**Contractor's Insurance:** The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$500,000.

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

**Licensed and Non-Licensed Motor Vehicles:** If applicable, the Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-

licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Professional Liability Insurance. If applicable, Contractor shall maintain during the life of the Contract such Professional Liability Insurance which shall protect it, the OCD, and any Sub-contractors during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from the professional services provided by Contractor or its Sub-contractors pursuant to this Agreement. In the absence of specified regulations, the amount of coverage shall be as follows: Professional Liability Insurance: Combined single limits of no less than \$500,000.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

#### **G. Audits and Inspections**

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Contractor and/or its sub-contractors that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Contractor or sub-contractor, as appropriate, with reasonable advance notice. Contractor and its sub-contractors shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Contractor or sub-contractor, as appropriate.

Failure of Contractor and/or its sub-contractor to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement.

Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of this Agreement or 3 years after the last payment is made under the contract, whichever is longer.

## **H. Copyright**

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the OCD and all such rights shall belong to the OCD.

## **I. Covenant Against Contingent Fees and Conflicts of Interest**

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Contractor, or agents, sub-Contractor, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

Contractor shall also comply with the current Louisiana Code of Governmental Ethics, as applicable. Contractor agrees to immediately notify the OCD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

## **J. Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities**

The work to be performed under this Contract shall be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract shall agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or

other impediment that would prevent them from complying with the part 135 regulations.

Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

Contractor agrees to include this section 3 clause in every contract and/or subcontract subject to compliance with regulations in 24 CFR part 135, and shall agree to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that any Sub-Contractor is in violation of the regulations in 24 CFR part 135. Contractor's Sub-contractors will not subcontract with any subcontractors where such Sub-contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after such Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent such Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Contractor's contracts that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



**K. Discrimination and Compliance Provisions**

Contractor and its sub-contractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Contractor and its sub-contractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by Contractor or its sub-contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

**L. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**M. Clean Air Act, Clean Water Act and Other Requirements**

Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD recognizes that Contractor is not responsible for environmental or safety compliance that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Agreement.

**N. Energy Efficiency**

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its Sub-contractors. The OCD will provide such standards and policies to Contractor as a pre-condition of this stipulation.

**O. Eligibility Status**

Contractor, and each tier of Sub-contractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

**P. Drug-Free Workplace Requirement**

Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 CFR part 21. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Contractor and any third parties using funds under this Agreement in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52..223-6.

**VI. MISCELLANEOUS PROVISIONS**

**A. No Assignment**

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns. Nothing in this provision shall prevent Contractor from entering into subcontracts with one or more sub-contractors as provided elsewhere in this Agreement.

**B. Severability**

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

**C. Applicable Law, Remedies, and Venue**

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. R.S. 39:1524-1526. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**D. Entire Agreement and order of Precedence**

This Agreement, together with the RFP and addenda issued thereto by OCD, the proposal submitted by the Contractor in response to the RFP and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the Parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP and then by the terms of the Contractor's proposal.

**E. No Authorship Presumptions**

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

**F. Amendments, Supplements and Modifications**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated into the Contract is binding on any of the Parties.

No amendment shall invalidate this Agreement, nor relieve or release the OCD or Contractor from its obligations under this Agreement. The OCD may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. All amendments are subject to approval by the Office of Contractual Review.

**G. Delay or Omission**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

**H. Contract Approvals and Controversies**

Neither Party shall be obligated under this Agreement until all legally required approvals are obtained. Any claim or controversy arising out of this Agreement shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

**I. Legal Authority**

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

**J. Public Communications**

Contractor shall not issue any public communications regarding the Program and Contractor's activities under this Agreement without the prior consent of the OCD.

**K. Safety**

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

**L. Provision Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Agreement shall forthwith be amended to make such insertion or correction.

**M. Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by OCD shall remain the property of OCD, and shall be returned by Contractor to OCD, at Contractor's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of OCD, and shall, upon request, be returned by Contractor to OCD, at Contractor's expense, at termination or expiration of this Agreement.

**N. No Third Party Beneficiaries**

This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The OCD and the Contractor are and shall remain the only parties to this Agreement and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Agreement.

**O. Notices**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or

sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:  
Executive Director  
Disaster Recovery Unit  
Office of Community Development  
Division of Administration  
P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
Facsimile: 225-219-9605

To Contractor:

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**P. Commissioner of Administration**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP, the contract or any proposer and/or any subcontractor of a proposer shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

**Q. Cooperation**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if contract is terminated and/or a lawsuit is filed. Specifically, the contractor does not have the right to limit or impede the State's right to audit or to withhold State owed documents.

**R. Waiver of Non-Competition Enforcement**

Contractor agrees to waive enforcement of each and every contract provision it may have restraining employees of Contractor, a subcontractor under this contract, or one or more subcontractors' employees from employment or contracting with the State.

**Balance of this page left blank intentionally.**

**DONE AND SIGNED** by the Parties on the dates set forth below

OFFICE OF COMMUNITY DEVELOPMENT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT IV. COST PROPOSAL

**Total Cost to perform all services and provide all deliverables.**     \$ \_\_\_\_\_ \*

**Note: No expenses will be reimbursed in addition to the Total Cost specified above.**

**Deliverable 1:** Cost: \$ \_\_\_\_\_

A detailed work plan identifying specific tasks and timelines to accomplish the tasks and services detailed above, to be agreed upon by the selected firm and the State, and which may be revised by mutual agreement from time to time as necessary. All discussions/changes to work plan shall be included in this Deliverable 1 cost.

**Deliverable 2:** Cost: \$ \_\_\_\_\_ (total cost shall include this cost multiplied by four weeks)

For one 5-day work week training class, all instruction, classes, training, presentation and instructional materials, including workbooks for all participants.

**Deliverable 3:** Cost: \$ \_\_\_\_\_ (total cost shall include this cost multiplied by four weeks)

For one 5-day work week training class, test administration, grading and retesting, if necessary.

**Deliverable 4:** Cost: \$ \_\_\_\_\_ per individual certification (total cost shall include this cost multiplied by 50)

Certification for one individual attending and passing the entire 20 day training that can be applied to fulfill a minimum of one International Economic Development Council course requirement for that individual. No markup will be allowed on the cost of the certification. This fee will be paid at the time of invoicing based on the actual number of individuals completing the requirements.

**\*Note: The total of the Deliverable 1 Cost, 4 times the Deliverable 2 Cost, 4 times the Deliverable 3 Cost and 50 times the Deliverable 4 Cost must equal the Total Cost to perform all services and provide all deliverables.**